

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Pape Machinery Inc.
3607 20th Street E
Tacoma WA 98424

**THIRD AMENDMENT
TO
CONTRACT NO. 02915
EQUIPMENT RENTAL**

This Third Amendment ("Amendment") to Contract No. 02915 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Pape Machinery Inc., an Oregon Corporation ("Contractor") and is dated as of April 10, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02915 for Equipment Rental dated effective as of January 1, 2016 ("Contract").
- B. The Parties previously amended this Contract one (1) time as follows: Contract amendment #1 was issued January 1, 2017. Due an inadvertent clerical error with the numbering system this amendment was numbered #2 when it should have been #1. Accordingly, this amendment that is effective October 1, 2017 is the second amendment. The Parties amended the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after October 1, 2017. Contract purchases made prior to October 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after October 1, 2017 will be subject to the VMF set forth in this amendment.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **PRICING.** The Contract is amended to update equipment and revise pricing as set forth in the attached Exhibit 1.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**PAPE MACHINERY, INC.,
AN OREGON CORPORATION**

By: _____

Name: Tom Ehigh

Title: Rental Manager

Date: 8-10-2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____

Name: Corey A. Larson

Title: Contracts Specialist

Date: 08/11/2020